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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

November 13, 2002

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

RECORDATION NO. 23032-B FILED

NOV 13 '02

2-19 PM

SURFACE TRANSPORTATION BOARD

Re: Amtrak Trust 2000-F

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of Lease Supplement No. 2 (Amtrak 2000-F), dated as of November 13, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease of Railroad Equipment previously filed with the Board under Recordation Number 23032.

The names and addresses of the parties to the enclosed document are:

Lessor and  
Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market  
Wilmington, DE19891

Lessee: National Railroad Passenger Corporation  
60 Massachusetts Avenue, NE  
Washington, DC 20002

Mr. Vernon A. Williams  
November 13, 2002  
Page Two

A description of the railroad equipment covered by the enclosed document is:

Amtrak unit number 43357 is replaced by unit number 43351

A short summary of the document to appear in the index follows:

Lease Supplement No. 2 (Amtrak 2000-F)

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anr  
Enclosures

RECORDATION NO. 23032-B FILED

LEASE SUPPLEMENT NO. 2  
(Amtrak Trust 2000-F)

NOV 13 '02

2-19 PM

SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 2 dated November 13, 2002 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee under the Trust Agreement (Amtrak Trust 2000-F) dated as of August 1, 2000 ("Lessor") and NATIONAL RAILROAD PASSENGER CORPORATION (also known as Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Lessee") pursuant to and in accordance with the Lease of Railroad Equipment (Amtrak Trust 2000-F) dated as of August 1, 2000 between Lessor and Lessee (as modified, amended and supplemented to the date hereof, the "Lease").

1. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lease Supplement have the respective meanings specified therefor in Annex A to the Participation Agreement dated as of August 1, 2000 among Lessee, The Fifth Third Leasing Company, as equity investor, AME Investments, LLC, as lender, and Lessor (the "Participation Agreement").

2. Lessor and Lessee entered into that certain (i) Lease of Railroad Equipment dated as of August 1, 2000 recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) under Recordation No. 23032, and (ii) Lease Supplement No. 1 (Amtrak Trust 2000-F) dated August 1, 2000 recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on August 1, 2000 under Recordation No. 23032, pursuant to which Lessor leased certain Units described therein to Lessee.

3. Amtrak desires to substitute the Unit bearing Amtrak Equipment Number 43357 (the "Replaced Unit") with the Unit more completely described in Schedule 1 attached hereto (the "Replacement Unit").

4. By the execution and delivery of this Lease Supplement, Lessor and Lessee agree that (a) Lessor hereby leases the Replacement Unit to Lessee on an "as-is, where-is and with all faults" basis, without recourse, representation or warranty of any kind whatsoever, including, without limitation, any representation or warranty as to the title, value, quality, durability, compliance with specifications, condition, design, operation, merchantability, fitness or suitability of the Replacement Unit or any part or component thereof for any particular use or purpose, or any other representation or warranty of any kind whatsoever, expressed or implied, with respect to the Replacement Unit or any part or component thereof, except as to the absence of all Lessor's Liens; (b) for all purposes of the Lease and the other Operative Documents, the Replacement Unit shall be deemed part of the property leased thereunder and shall be deemed a "Unit" as such term is defined therein in place of the Replaced Unit; (c) the Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of the Replaced Unit, and (d) the Replaced Unit is hereby released from the Lease.

5. By the execution and delivery of this Lease Supplement, Lessee and Lessor reaffirm all of the terms, provisions and conditions of the Lease.

6. This Lease Supplement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument. To the extent, if any, that this Lease Supplement constitutes chattel paper or other collateral within the meaning of the Uniform Commercial Code (or other law respecting security interests) as in effect in any applicable jurisdiction, no security interest in Lessor's interest under this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipt therefor executed by Wilmington Trust Company, as Trustee on or immediately following the signature page hereof.

7. Lessee hereby represents and warrants to Lessor that, effective on the date hereof, (a) the Replacement Unit described in Schedule 1 hereto has been delivered to Lessee and has been inspected and duly accepted by Lessee, (b) said Schedule 1 contains a correct and complete description of said Replacement Unit sufficient for the purposes of the Lease, (c) the Replacement Unit covered hereby was selected by Lessee, (d) the Replacement Unit has been marked in accordance with all of the provisions of Section 6 of the Lease, (e) the Replacement Unit is free and clear of all Liens (other than Permitted Liens and Lessor's Liens), (f) no Lease Event of Default has occurred and is continuing and no Lease Event of Default shall occur by virtue of the substitution of the Replacement Unit, (g) no Casualty Occurrence has occurred and is continuing with respect to the Replacement Unit, and (h) the Replacement Unit is in the condition required by the Lease.

8. Each of the parties hereto hereby authorizes (and Lessor and Lessee acknowledge that the Lender has authorized) the preparation, execution, delivery and/or filing of such documents and records, including, without limitation, Uniform Commercial Code financing statements (including, initial financing statements, amendments, continuation statements, correction statements, and termination statements), at Lessee's expense, that are required to carry out the intent and purpose of this Lease Supplement and of the Lease.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement No. 2 to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Trustee, Lessor

By: \_\_\_\_\_  
Name: **Monica M. Henry**  
Title: **Senior Financial Services Officer**

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessee


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Lease Supplement No. 2 to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Trustee, Lessor


By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION, Lessee

By: Dale M. Stein   
Name: Dale M. Stein  
Title: Treasurer

STATE OF DELAWARE       )  
  ) ss.:  
COUNTY OF NEW CASTLE   )

On this 5<sup>th</sup> day of November, 2002 before me personally appeared MONICA M. HENRY, to me personally known, who, being by me duly sworn, says that he/she is the Sec. Financial Svcs Off of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking corporation.

  
Notary Public

**SUSANNE M. GULA**  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_

My Commission Expires Nov. 21, 2003

DISTRICT OF COLUMBIA     )  
  ) ss.:  
  )

On this 5<sup>th</sup> day of NOVEMBER, 2002 before me personally appeared DAVE M. SPED, to me personally known, who being by me duly sworn, says that he/she is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

John V. Dambulaz  
Notary Public

My Commission Expires: 02/14/05



SCHEDULE 1 TO  
LEASE SUPPLEMENT NO. 2

**DESCRIPTION OF REPLACEMENT UNIT**

<b>Description</b>	<b>Amtrak Equipment Number</b>
One (1) Amfleet I Food Service Railcar	43351

TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER OR OTHER COLLATERAL WITHIN THE MEANING OF THE UNIFORM COMMERCIAL CODE (OR OTHER LAW RESPECTING SECURITY INTERESTS) AS IN EFFECT IN ANY APPLICABLE JURISDICTION, NO SECURITY INTEREST IN LESSOR'S INTEREST UNDER THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART NO. 1 HEREOF WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY, AS TRUSTEE, IMMEDIATELY FOLLOWING THIS LEGEND. SUCH COUNTERPART IS THE ONLY COUNTERPART OF THE LEASE SUPPLEMENT THAT CONTAINS THIS LEGEND.

Receipt of this original counterpart No. 1 of the foregoing Lease Supplement No. 2 is hereby acknowledged this 13<sup>th</sup> day of November, 2002.

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Trustee, Lessor

By

Name:

Title:

  
**Monica M. Henry**

**Senior Financial Services Officer**

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

Nov. 13, 2012



\_\_\_\_\_  
Robert W. Alvord